



Baxter Economic Development Authority Agenda
July 2, 2013
6:45 P.M.

1. Meeting called to order by EDA President Mark Cross

2. Consent Agenda

The following items are considered non-controversial by staff and are recommended to be read and passed in one motion. Any board member, staff, citizen, or meeting attendee can request one or more items be pulled from the Consent Agenda and the item will be pulled and addressed immediately after the passage of the Consent Agenda; otherwise, the following items will be passed in one motion:

A. Approval of Minutes from January 15, 2013 (pg. 2).

3. Pulled Agenda Items

4. Other Business

A. Industrial Park Phase 3 Covenants (pp. 3 – 9).

B. RCA for Industrial Park Covenants (pp. 10 – 12).

5. Additional Business Not Included on the Agenda

6. Adjournment

EDA BOARD MINUTES

January 15, 2013

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The regular meeting of the Baxter EDA Board was called to order at 6:15 p.m. by President Mark Cross.

MEMBERS PRESENT: Mark Cross, Rob Moser, Todd Holman, Darrel Olson and Jim Klein.

STAFF PRESENT: City Administrator Gordon Heitke, Finance Director Jeremy Vacinek, Police Chief Jim Exsted, Community Development Director Bill Deblon and Public Works Director/City Engineer Trevor Walter.

OTHERS PRESENT: Sheila Haverkamp and Chris Robinson, BLAEDC Representatives.

APPROVAL OF MINUTES

MOTION by Member Moser, seconded by Member Holman to approve the minutes of July 17, 2011. Motion carried unanimously.

ELECTION OF OFFICERS

President Cross thanked the officers for their service in the past year and opened the floor for nominations.

MOTION by Member Moser, seconded by Member Olson to nominate the same slate of officers as was in 2012 for 2013 as follows:

President – Mark Cross
Vice President – Rob Moser
Treasurer – Todd Holman
Executive Director/Secretary – Gordon Heitke
Assistant Treasurer – Jeremy Vacinek

Motion carried unanimously.

BLAEDC UPDATE AND 2013 BLAEDC SERVICE CONTRACT

Ms. Haverkamp introduced Chris Robinson as BLAEDC's new Economic Development Officer. Mr. Robinson gave a brief presentation on BLAEDC priorities for 2013.

2013 BLAEDC Service Contract

Ms. Haverkamp presented the 2013 BLAEDC Service Contract.

MOTION by Member Klein, seconded by Member Holman to Moser to approve the 2013 BLAEDC Service Contract in the amount of \$18,500.00. Motion carried unanimously.

ADJOURNMENT

MOTION by Member Moser, seconded by Member Holman to adjourn. Motion carried unanimously. The meeting was adjourned at 6:25 p.m.

Approved by:

Submitted by,

Mark Cross
President

Mary Haugen
Administrative Assistant

Office of County Recorder
County of Crow Wing, Minn.

I hereby certify that the within instrument was filed
in this office for record on the 6th day of March
A.D. 2001 at 10:30 o'clock A.M.
and was duly recorded at this day. No. 0585280

[Signature]
County Recorder

on file

a BAXTER INDUSTRIAL PARK PHASE 3 DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION, made this 6th day of March, 2001, by the Baxter Economic Development Authority, is hereinafter called the Declarant.

The Declarant is the owner of the real property described in Article I, and desires to subject the real property described in said Article I to the restrictions, covenants, reservations, and charges hereinafter set forth, which are for the benefit of said property and for each owner thereof, and shall apply to and bind the successors in interest, and any others thereof;

The Declarant declares that the property described in and referred to in Article I hereof is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges contained herein is more particularly described as follows, to-wit:

Baxter Industrial Park Phase 3, in the City of Baxter, Crow Wing County, Minnesota according to the plat thereof on file in the office of the County Recorder of said County and State, except the North 150 feet of Lot 3, Block 2 thereof.

No property other than that described above shall be deemed subject to this Declaration, unless specifically made subject thereto by the owners.

ARTICLE II CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATION AND EASEMENTS

SECTION 1. Purpose. The real property described in Article I is subject to the conditions, covenants, restrictions and reservations declared for the following purposes:

- A. To protect the owners of the building sites against improper use of surrounding building sites as will depreciate the value of their property;
- B. To preserve, so far as practicable, the natural beauty of the property;
- C. To guard against the erection of poorly designed or proportioned structures, and structures built of undesirable or unsuitable materials;
- D. To insure the highest and best development of said property;
- E. To encourage and secure the erection of attractive buildings, with appropriate locations on building sites;
- F. To prevent the haphazard and non-harmonious improvement of building sites;
- G. To secure and maintain proper setbacks from streets and adequate free spaces between buildings; and
- H. To provide adequately for a high type and quality of improvement in said property and thereby to enhance the values of investments made by purchasers of building sites herein.

SECTION 2. Definitions of Terms.

- A. Auxiliary Building - shall mean a building essential to and supplementing the business or profession conducted by the owner, and which occupies the lot or land in question.
- B. Building Site - any lot or outlet or portion thereof, or two or more continuous lots or outlots or portions thereof, or a parcel of land upon which an industrial or commercial building or building and attached structures may be erected in conformance with the requirements of this Declaration, the size and dimension of which are determined by the legal description in the original conveyance from Declarer to first fee owner of each parcel.
- C. Declarant - shall mean the City of Baxter, Minnesota, its successor and assigns.
- D. Improvements - shall mean and include all construction necessary to conditioning a building site for occupancy by a permitted use and shall include but not be limited to buildings, parking areas, loading areas, truckage, fences, signs, walks, driveways, aerial antennas, lawns and landscaping.
- E. Owner - shall mean the party or parties, their heirs, successors, or assigns who are in title or claim title to any part or parcel of the premise.

- F. Principal Building - shall mean the primary building serving the business or profession conducted by the owner and occupier of the lot or land in question.

SECTION 3. Board of Design. The Board of the Baxter Economic Development Authority is hereby appointed to be the Board of Design.

No construction or exterior alteration of buildings, utilities, signs improvements, landscaping, and other developments may be initiated without approval of plans and specifications by the Board of Design.

The Board of Design shall either approve or disapprove any plans submitted to it within thirty (30) days from the date in which the plans and specifications are submitted to said Board, and failure to either approve or disapprove the plans and specifications within this period shall constitute approval of said plans and specifications. Board approval or disapproval shall be in writing.

The Board of Design may designate a reviewer to act on the Board's behalf to review and approve plans. Applicants who disagree with the determination received from the reviewer may appeal the decision to the Board of Design.

Approval or disapproval by the Board of Design or failure to approve or disapprove shall not impair, restrict, or limit the force, effect and operation of all of the other protective covenants herein contained, which shall apply at all times.

SECTION 4. Plan Submittal. The following plans and information as appropriate, shall be submitted to the Board of Design for its approval:

- A. Preliminary architectural plans for proposed building or buildings.
- B. A site plan showing location and design of buildings, driveways, parking areas, loading areas, and sidewalks or bike trails.
- C. A grading plan and planting plan showing proposed grade contours or spot elevations, proposed storm water drainage calculations based upon City's requirement of a five (5) year rain event with retention ponds and landscaping including required screen walls and/or fences. See Section Five (5) for additional landscaping requirements.
- D. A site plan showing utilities and utility easements, if any.
- E. Plans for all signs to be erected, including details of sign locations, design, sizes, color and lighting.
- F. A description of proposed operations in sufficient detail to permit judgement

of whether or not proposed uses are permitted under the terms of the Baxter Zoning Ordinances, and to permit judgment of the extent of any noise, odor, glare, vibration, smoke, dust, gases, or wastes that may be created.

G. Plans shall depict floor elevations as determined by the City of Baxter.

H. Any information required in order to ensure compliance with the requirements contained herein.

SECTION 5. Regulations and Requirements.

A. Landscaping Outdoor Storage, and Maintenance.

1. Each site occupied by a building shall be landscaped in accordance with the plan submitted and approved by the Board of Design. Such landscaping shall include sodding, planting of trees, shrubs or other customary landscaping treatment in compliance with the Baxter Landscape Ordinance.
2. The boulevard and landscaped areas must be irrigated and maintained in a neat and adequate manner by the owner. At all times the premise shall be free from excessive debris, paper, leaves and trash of all kinds.
3. All screening or fencing shall be permanently maintained in an orderly condition by the owner.

B. Off-street Parking and Loading. All off-street parking and loading areas shall be designed in accordance with all applicable Baxter city ordinances, and be permanently maintained in an orderly condition by the owner.

C. Permitted Use and Performance Standards.

1. No use shall be made of the property except as permitted under all applicable Baxter city ordinances and as restricted by these covenants.
2. All uses of the property shall comply with the performance standards as set forth within all applicable Baxter city ordinances.
3. No structure shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be maintained upon a building site, except during periods of construction.
4. No animals or poultry of any kind shall be kept or maintained on any property except such animals as may be necessary for protection of property when controlled in a proper manner.

5. In addition to the use limitations imposed under the provisions of all applicable Baxter city ordinances, no activity or use shall be permitted which is not approved in writing by the Board of Design as appointed in Article II, Section 3, hereof.

D. Required Yards.

1. All building floors will be constructed at elevations established by the City.

E. Utility Easements and Services.

1. All easements are reserved as indicated upon the recorded plat of the "Baxter Industrial Park". Within the easements no permanent planting other than ground cover, or any other use or usage is permitted which would render difficult the convenient installation or repair of buried telephone lines.
2. No building or structure located on property subject to this Declaration shall be served by other than underground facilities.

- F. Maintenance of Vacant Land. Owners of vacant land must keep it clean, keep weeds cut and otherwise nearly maintained.

G. Architectural and Building Requirements.

1. No improvement (as herein defined) shall be erected, placed or altered on any building or other improvement until plans and specification have been submitted to and approved by the Board of Design. All external design shall be in conformity and harmony with existing structures in the development, giving due regard to the anticipated use as it may affect adjoining structures, and as to the location of the improvements with respect to topography, grade, and finished ground elevation.
2. All exterior wall surfaces on the front side of the building shall be faced with brick, stone, glass, stucco, architecturally treated concrete cast in place or pre-cast panels, decorative block, with a maximum of 30 percent architectural metal with concealed fasteners, or approved equivalent, as determined by the Zoning Administrator. Architectural metal on the entire building shall have a minimum of a 20-year paint warranty.
3. All buildings shall be constructed with continuous concrete perimeter footings meeting the requirements of the Uniform Building Code.

4. All improvements on the building site shall be constructed to comply with the then existing building codes in effect for the City of Baxter, Minnesota.
5. Only one principal building shall be allowed per buildable lot. Auxiliary buildings may be permitted, however, upon approval of the Board of Design.

ARTICLE III GENERAL PROVISIONS

SECTION 1. Effective Dates. These covenants shall become effective upon the recording of this instrument.

SECTION 2. To Run With the Land. Except as otherwise set forth herein, these covenants shall run with the land and shall bind the present owner, its successors and assigns; and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owner of said properties; with its successors and assigns, and with each of them to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereof.

SECTION 3. Duration. Each of the conditions set forth herein shall continue to be binding upon the grantor, upon its successors and assigns and upon each of them and all parties and all persons claiming under them unless by majority vote of the Baxter Economic Development Authority it is agreed to change said covenants in whole or part. Notice of said changes shall be filed in the Recorder's Office of Crow Wing County, Minnesota.

SECTION 4. Amendment. The conditions and covenants may be amended only upon majority vote of the Baxter Economic Development Authority. Notice of said amendments shall be filed in the Crow Wing County Recorder's Office.

SECTION 5. Validity. Invalidation of any of these covenants or any part thereof by judgements or Court Order shall in no way affect any of the other provisions that shall remain in full force and effect.

SECTION 6. Actions and Decisions. All actions and decisions made by the Board of Design shall be reasonable and consistent with the purpose of this Declaration of Protective Covenants and shall not impose an undue hardship to individual property under consideration. A majority vote of the members of the Board of Design shall be sufficient for any action or approval required of this Board of Design.

Adopted by the Baxter Economic Development Authority of the City of Baxter this 6 day of March, 2001.

YES: Marana, Wells, Olson, Muehlhausen and Cross

NO: None

ABSTAIN: None

Mary Marana
Mary Marana, Chairperson

ATTEST:

Larry R. Kruse
Larry R. Kruse, City Administrator

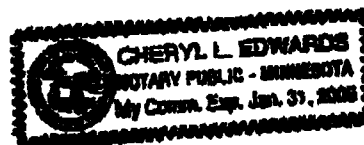
STATE OF MINNESOTA)

)ss.

COUNTY OF CROW WING)

On this 4 day of April, 2001, before me personally appeared Mary Marana to me known to be the Baxter Economic Development Commission Chairperson who acknowledged that he/she executed the above Declaration on behalf of the Baxter Economic Development Commission, and did so of his own free act and deed.

Cheryl L. Edwards
Notary Public 5-9-01



REQUEST FOR COUNCIL ACTION

07/02/2013

Department Approval:

Agenda Section:

Planning and Zoning

Consent

Item Description: Industrial Park Covenants

BACKGROUND

In 2001, the Baxter EDA adopted covenants to control the development of Baxter Industrial Park Phase 3. The majority of the covenants concern the design standards of any building constructed within said plat. Since then, the City has adopted city wide standards and they differ from the standards set forth in these covenants.

FINANCIAL IMPLICATIONS:

None.

STAFF RECOMMENDATIONS

We should have one set of design standards for any building constructed in the Industrial Zoning District. To do so, we should vote to repeal these covenants and then when any change or modifications to our design standards, they will apply city wide rather than creating further differences between the covenants and our ordinance.

COUNCIL ACTION REQUESTED

MOTION to adopt Resolution No. 13-7/1-1 A Resolution Revoking Industrial Park Phase 3 Covenants.

Attached: resolution

**RESOLUTION NO. 13-7/1-1
REVOKING COVENANTS**

WHEREAS, The Baxter Economic Development Authority adopted covenants on March 6, 2001 and filed for record on May 8, 2001, filed as Document No. 0585780 regarding property legally described as follows:

Baxter Industrial Park Phase 3, in the City of Baxter, Crow Wing County, Minnesota according to the plat thereof on file in the office of the County Recorder of said County and State, except the North 150 feet of Lot 5, Block 2 thereof.

WHEREAS, subsequent to those covenants, the City of Baxter, through various provisions of their zoning ordinance, has adopted similar building design and landscaping standards that apply city wide; and

WHEREAS, the standards are not identical and city staff has recommended the revocation of said covenants to create one set of standards for the entire City.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF BAXTER, MINNESOTA, that:

The Covenants filed for record as Document No. 0585780 are hereby revoked.

WHEREUPON, said Resolution is hereby declared adopted on this 2nd day of July, 2013.

_____, Chairperson

ATTEST:

Gordon Heitke, City Administrator

City Seal

STATE OF MINNESOTA)
)ss.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this 2nd day of July, 2013, by _____, the chairperson of the Baxter Economic Development Commission, who acknowledged that he executed the above Resolution on behalf of said commission after a majority of the commission voted for its approval.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

J. Brad Person
BREEN & PERSON, LTD.
510 Laurel Street
P. O. Box 472
Brainerd, Minnesota 56401